

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

LEASE  
**C-16-108-04-05**



**THIS LEASE** is made and entered into by and between **LPJ FAMILY LIMITED PARTNERSHIP** a Texas limited liability company referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period of **five (5) years**, commencing, **April 27, 2016** and to expire, **April 26, 2021** unless sooner terminated as provided herein or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

### **Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

### **Holdover**

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

### **Termination**

1.4 Lessee may declare this Lease, and all rights and interest created by it, to

be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

### **Lessor's Warranty of Quiet Enjoyment**

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## **ARTICLE 2. RENT**

### **Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **six hundred dollars (\$600.00) per month**. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

### **Time and Manner of Payment**

2.2 All rent due under this Lease shall be paid by Lessee on a monthly basis

and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at: **36080 North Highway 281, Edinburg, Texas 78542** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

### **Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

## **ARTICLE 3. USE OF PREMISES**

### **Permitted Use**

3.1 Lessee may use the Premises for office space and for any other lawful purpose.

### **Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## **ARTICLE 4.**

### **INTENTIONALLY OMITTED**

## **ARTICLE 5.**

### **INTENTIONALLY OMITTED**

## **ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

### **Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### **Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## **ARTICLE 7. SIGNS**

### **Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## **ARTICLE 8. MECHANIC'S LIEN**

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien

continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## **ARTICLE 9. INSURANCE AND INDEMNITY**

### **Property Insurance**

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### **General Liability Insurance**

9.2 **Lessee.** Lessee, at its own expense, shall provide and maintain in force

during the term of this Lease, liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

### **Remedy for Failure to Provide Insurance**

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## **ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

### **Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## **ARTICLE 11. CONDEMNATION**

### **Total Condemnation**

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation,

or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### **Partial Condemnation**

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

### **Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## **ARTICLE 12. DEFAULT**

### **Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

### **Cumulative Remedies**

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

### **Waiver of Breach**

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## **ARTICLE 13. ASSIGNMENT AND SUBLETTING**

### **Assignment and Subletting by Lessee**

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### **Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## **ARTICLE 14. MISCELLANEOUS**

### **Notices and Addresses**

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**Lessor:**

**LPJ Family Limited Partnership**  
**V I Flores, L.L.C., General Partner**  
Attn: Vicky I. Flores, Member  
36080 North Highway 281  
Edinburg, Texas 78542

**Lessee:**

County of Hidalgo  
Attn: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

**Prior Agreements Superseded**

14.5 This Lease Agreement constitutes the sole and only agreement of the

parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

#### **Amendment**

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

#### **Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

#### **Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

#### **Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or

Lessee is unable, wholly or in part, to prevent or overcome.

### **Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

### **Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

### **Commitment of Current Revenues Only**

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

### **Entire Agreement**

14.13 This Lease contains the entire agreement between the parties hereto, and

each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Lessor, and not otherwise.

### **Immunities**

14.14 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

**THE UNDERSIGNED** Lessor and Lessee execute this Lease Agreement on the day of \_\_\_\_\_ APRIL 5, 2016.

**HIDALGO COUNTY**

Ramon Marceia  
By: Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/5/16

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

Stephen L. Crain  
By: Stephen L. Crain

**LPJ Family Limited Partnership  
V I Flores, L.L.C., General Partner**

Vicky I. Flores  
By: Vicky I. Flores, Member

**ATTEST:**

Arturo Guajardo Jr.  
By: Arturo Guajardo Jr.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

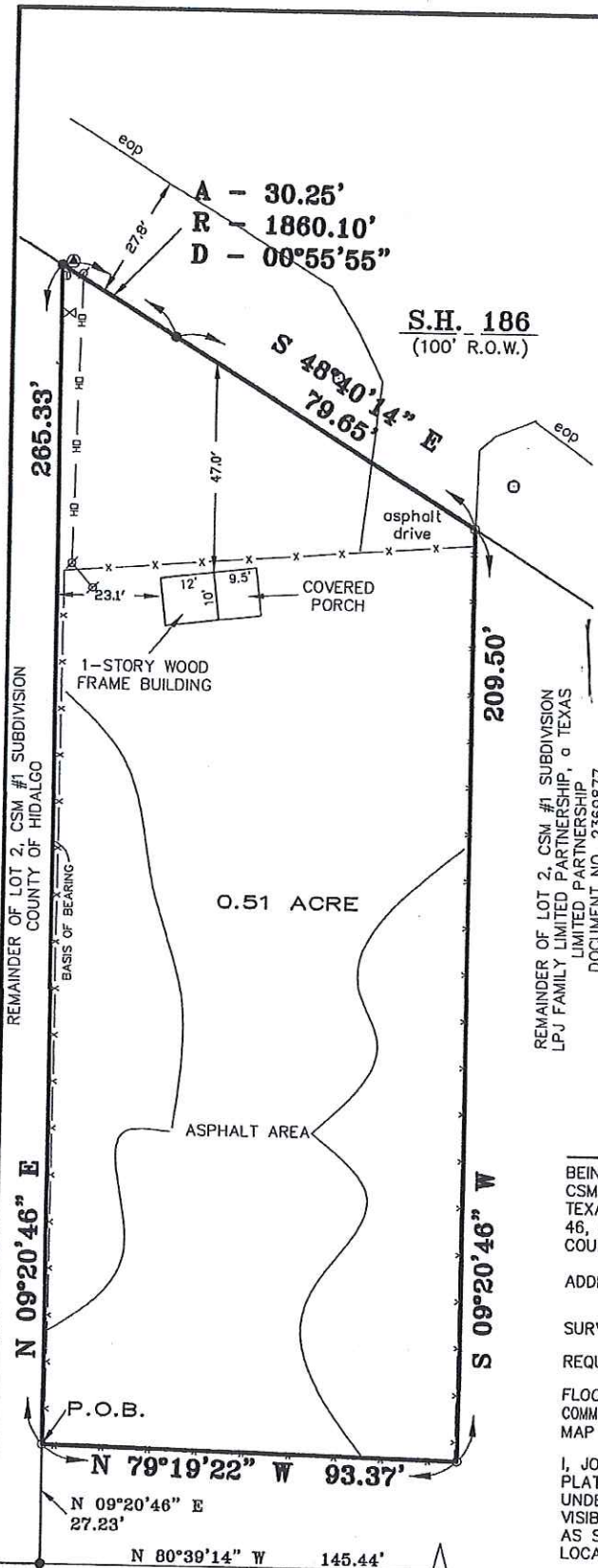
EXHIBIT "A"  
HIDALGO COUNTY PRECINCT No. 4  
"CITIZEN COLLECTION STATION IN SAN MANUEL"  
LEASE AGREEMENT NO.: C-16-108-04-05

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**LEGAL DESCRIPTION OF PROPERTY**  
**(describe below or submit on separate form)**

See attached Survey & Metes & Bounds

BEARING SHOWN BASED  
 T.S.P.C. SOUTH ZONE  
 NAD 1983  
 SCALE: 1" = 30'



**S.H. 186**  
 (100' R.O.W.)

| LEGEND |  |
|--------|--|
| ○      | SET 1/2 INCH IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" |
| ●      | FD. 1/2 INCH IRON ROD  |
| -x-x-  | FENCE  |
| -o-o-  | POWER LINE   |
| ⊙      | UNDERGROUND CABLE MARKER   |
| ⊕      | POWER POLE   |
| ⊗      | WATER VALVE  |
| ⊙      | TEL. PEDESTAL  |
| ↑      | GUY WIRE   |
| ○      | SAFETY END   |
| EOP    | EDGE OF PAVEMENT   |
| R.O.W. | RIGHT OF WAY   |

**NOTE:**  
 1. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.  
 2. THIS SURVEYOR MADE NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES.  
 3. THIS SURVEY IS SUBJECT TO EASEMENTS, OR CLAIMS OF EASEMENTS, WHICH ARE NOT RECORDED IN THE PUBLIC RECORDS.

REMAINDER OF LOT 2, CSM #1 SUBDIVISION  
 LPJ FAMILY LIMITED PARTNERSHIP, a TEXAS  
 LIMITED PARTNERSHIP  
 DOCUMENT NO. 2369877  
 OFFICIAL RECORDS

**PLAT SHOWING**

BEING 0.51 ACRES OUT OF LOT TWO (2), CSM #1 SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 46, PAGE 100, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

ADDRESS: 36080 N HIGHWAY 281  
 EDINBURG, TEXAS  
 SURVEYED: MARCH 11, 2016  
 REQUESTED BY: MRS. FLORES  
 FLOOD ZONE DESIGNATION: ZONE "C"  
 COMMUNITY-PANEL NUMBER: 480334 0125 B  
 MAP REVISED: JANUARY 2, 1981



I, JOSE MARIO GONZALEZ, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

*Jose Mario Gonzalez*  
 3-15-16  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571

LPJ FAMILY LIMITED PARTNERSHIP, a TEXAS  
 LIMITED PARTNERSHIP  
 DOCUMENT NO. 2369877  
 OFFICIAL RECORDS

P.O.C.  
 S.E. COR.  
 LOT 2

JOB NUMBER  
**RIO 16 079**

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**RIO DELTA SURVEYING**  
 24593 FM 88, MONTE ALTO, TX 78538  
 (TEL) 956-380-5154 (FAX) 956-380-5156  
 EMAIL: MARIO@RIODELTASURVEYING.COM  
 T.B.P.L.S. FIRM # 10013900

**RIO-DELTA SURVEYING**

24593 FM 88

Monte Alto, Texas 78538

956-380-5154 956-380-5156 fax

T.B.P.L.S. FIRM # 10013900

Metes and Bounds Description

A 0.51 ACRE TRACT OF LAND BEING OUT OF LOT 2, CSM #1 SUBDIVISION, AS RECORDED IN VOLUME 46, PAGE 100, HIDALGO COUNTY, TEXAS SAID 0.51 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 2, THENCE, N 09°20'46" E, WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 469.51'; THENCE, N 80°39'14" W, A DISTANCE OF 145.44' TO A 1/2" IRON ROD FOUND ON AN INSIDE CORNER OF A TRACT OF LAND DEEDED TO LPJ FAMILY LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT NO. 2369877, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, THENCE, N 09°20'46" E, WITH THE WEST LINE OF SAID LPJ FAMILY LIMITED PARTNERSHIP TRACT, A DISTANCE OF 27.23' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 09°20'46" E, CONTINUING WITH THE WEST LINE OF SAID LPJ FAMILY LIMITED PARTNERSHIP TRACT, A DISTANCE OF 265.33' TO A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT OF WAY LINE OF S.H. 186, FOR A POINT OF CURVATURE AND THE NORTHWEST CORNER OF THIS TRACT OF LAND;

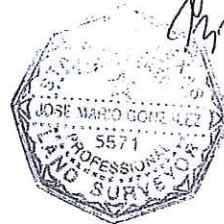
THENCE, ALONG SAID CURVE TO THE RIGHT AND THE SOUTH RIGHT OF WAY LINE OF SAID S.H. 186, WITH AN ARC LENGTH OF 30.25', A RADIUS OF 1860.10' AND A DELTA OF 00°55'55" TO A 1/2" IRON ROD FOUND, FOR THE END OF SAID CURVATURE AND AN OUTSIDE CORNER OF THIS TRACT OF LAND;

THENCE S 48°40'14" E, WITH THE SOUTH RIGHT OF WAY LINE OF SAID S.H. 186, A DISTANCE OF 79.65' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 09°20'46" W, A DISTANCE OF 209.50' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 79°19'22" W, A DISTANCE OF 93.37' TO THE POINT OF BEGINNING, CONTAINING 0.51 ACRE OF LAND MORE OR LESS.

A plat of even survey date herewith accompanies this metes and bounds description.  
Basis of Bearing: Texas State Plane Coordinates, NAD 1983



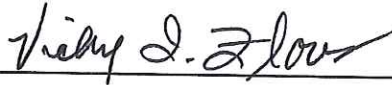
**EXHIBIT "B"**  
MONTHLY RENTAL FEE

EXHIBIT "B"  
 HIDALGO COUNTY PRECINCT NO. 4  
 "CITIZEN COLLECTION STATION IN SAN MANUEL"  
 LEASE AGREEMENT NO.: C-16-108-04-05

**RENTAL FEE**

| PROJECT DESCRIPTION                                 | RENTAL FEE |
|---|------------|
| CITIZEN COLLECTION STATION IN SAN MAUNEL-<br>PCT. 4 | \$ 600.00  |

**VENDOR/CONTRACTOR'S INFORMATION:**

|                                  |   |                  |
|----------------------------------|---|------------------|
| Vendor/Company Name:             | LPJ Family Limited Partnership  |                  |
| Address:                         | 36080 North Highway 281   |                  |
| City/State/Zip Code:             | Edinburg, Texas 78542   |                  |
| Phone & Fax No.'s:               | 956-383-8751 Phone  | 956-383-0334 Fax |
| Cellular No.'s:                  | 956-457-0282  |                  |
| Authorized Signature:            |              |                  |
| Printed Name:                    | Vicky I. Flores   |                  |
| Title:                           | LPJ Family Limited Partnership by VIFLORES, LLC, General Partner<br>By: Vicky I. Flores, Member |                  |
| Email Address:<br>(If Available) | vicky@chorizosanmanuel.com  |                  |

**EXHIBIT "C"**  
CERTIFICATE OF INSURANCE





TEXAS  
FARM  
BUREAU  
INSURANCE®  
AUTO / HOME / LIFE

TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY  
PO BOX 2689 • WACO TX 76702-2689

POLICY NUMBER  
595035

COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART

INSURED VICTORIA I FLORES, LUIS  
FLORES III, JAIME FLORES  
& PATRICIA DELOS SANTOS  
36080 N HWY 281  
EDINBURG TX 785415112

POLICY PERIOD  
FROM 03/24/16 TO 03/24/17

12:01 A.M. Standard Time

DECLARATIONS (CONTINUED)

SCHEDULE-COMMERCIAL GENERAL LIABILITY HAZARDS

| LOCATION OF ALL PREMISES<br>YOU OWN, RENT OR OCCUPY  | CLASS<br>CODE | PREMIUM<br>BASIS  | RATES     | ADVANCE<br>PREMIUMS/<br>OPERATIONS | PREMIUM<br>PRODUCTS/<br>COMPLETED<br>OPERATIONS |
|--|---------------|---|-----------|------------------------------------|---|
| FARM RESIDENCES, INCLUDING<br>ACREAGE (OVER 500 ACRES)<br>2M E LINN, TX ON S/S OF CHAPA<br>RD- 600 ACRES   | 01207         | (A) AREA<br>(C) COST<br>(M) ADMISSIONS<br>(P) PAYROLL<br>(S) SALES<br>(U) UNIT<br>(T) MISC<br>U | 1 121.269 | 121                                |   |
| ADDITIONAL FARM PREMISES<br>MAINTAINED BY INSURED, SPOUSE,<br>OR RESIDENTS OF THE INSURED'S<br>HOUSEHOLD<br>7M W ENCINO, TX ON N/S OF<br>TECOBAYA RD- 500 ACRES<br>SE CORNER OF US 281 & FM 186 @<br>36080 N HWY 281, EDINBURG, TX<br>31 ACRES/5M W HWY 281 ON 1017,<br>LINN, TX (N/S)-403 ACRES/<br>1M W OF US 281 ON N/S OF<br>FLORAL RD, EDINBURG, TX-38 AC | 01418         | U   | 4 24.016  | 96                                 |   |
| RECREATIONAL LAND USE  | 01207         | S IF ANY  | 1.350     | INQL                               |   |
|  |               |   |           | TOTAL                              | 217   |
|  |               |   |           | TOTAL<br>PREMIUM                   | 217   |

\* INDICATES  
PREMIUM

MINIMUM

THE FOREGOING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE  
EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN.

5 12 21 2011 150216 E- POLICY 11 05-01-2002



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 LPJ Family Limited Partnership  
 Edinburg, TX United States

Certificate Number:  
 2016-33614

Date Filed:  
 03/31/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo County

Date Acknowledged:  
 04/01/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 C-16-108-04-05  
 Citizen Collection Station in San Manuel - Hidalgo County Pct.4

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

April 5, 2016

1. AI-53782

**APPROVED**

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(6) any land;  
B. Requesting approval of a Lease Agreement with **LPJ Family Limited Partnership** for the purposes of "**Citizens Collection Station in the San Manuel Area**" for **Hidalgo County Precinct No. 4**, subject to compliance with **HB23** and/or **HB1295** [when and/or if applicable] and legal's review and approval.

*Jesse*

2. AI-53986

A. Recommendation by project engineer LeFevre Engineering & Management Consulting, LLC, to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, Gomez Paving, LLC, dba South Texas Paving of Mission, TX, in the total amount of \$150,900.00 for project -Hidalgo County Precinct No. 4 -"Construction of Parking Lot at San Carlos CRC and Sunflower Park -RFB No. 2016-115-03-30-MSS." subject to compliance with HB23 and/or HB1295 [when and/or if applicable];

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Jesus "Jesse" Ozuna, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

3. AI-53939

Requesting authority to advertise with approval of RFB plans and specifications developed by, Mr. Raul Sesin, P. E., HCDD#1, for: Hidalgo County Precinct No. 4 -"Mile 17 1/2 Road Paving and Drainage Improvements"-RFB No. 2016-120-04-27-MSS.

G. **IT Department:**

1. AI-54018

Acceptance and approval of an Amendment to the Amended and Restated Implementation Plan Phase 1 and Phase 2 between Tyler Technologies, Inc. and Hidalgo County to reallocate implementation hours.

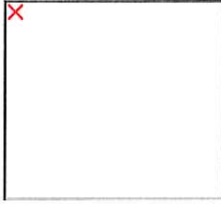
H. **Health & Human Services Dept.**

1. AI-53943

A. Requesting exemptions from competitive procurement requirements under Tx Local Government Code, Chapter/Section, 262.024 (a)(2)&(4), to protect the health and safety of the residents of the county and a professional service;

B. Acceptance and approval of a short term 120 day contract with **Dr. Eduardo Candanosa, MD** for the provision of Physician Services (TB Clients) for the Hidalgo County's Department of Health and Human Services and subject to compliance with HC insurance requirements and HB1295 &/or HB23 when and if applicable prior to the commencement of

April 5, 2016



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
April 5, 2016  
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**  
Commissioner Joseph Palacios was the only absentee.
2. **Pledge of Allegiance**  
Judge Garcia led the courtroom in reciting the Pledge of Allegiance.
3. **Prayer**
4. **Approval of Consent Agenda**  
The court approved the Consent Agenda for the exception of item.6.A., 11.M.1. and 11.M.3. to be pulled for discussion.
5. **County Judge's Office:**
  - A. AI-54031 Resolution in honor of County Court at Law #2 bailiff and interpreter Hector Diaz upon his retirement after 26 years of service.
  - B. AI-53879 Proclamation Declaring April as Child Abuse Awareness and Prevention Month in Hidalgo County
  - C. AI-53954 Proclamation in honor of Head Start's "Week of the Young Child" Celebration
  - D. AI-54022 Order approving Amended and Restated Interlocal Agreement (as to McAllen TIRZ Number One)
  - E. AI-54025 Authorization to submit letter to TxDot regarding the closure of Closner Blvd. within the Courthouse Square.

**SPECIAL MEETING - April 5, 2016**

**BE IT REMEMBERED**, that on this 5th day of April A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

|                                 |                              |
|---------------------------------|------------------------------|
| HONORABLE RAMON GARCIA          | HIDALGO COUNTY JUDGE         |
| HONORABLE A.C. CUELLAR, JR.     | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE EDUARDO "EDDIE" CANTU | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES         | COMMISSIONER, PRECINCT NO. 3 |

and **ARTURO GUAJARDO, JR.**, COUNTY CLERK & EX-OFFICIO CLERK OF THE **COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

1. AI-54029 Justice Court Tech (1242):  
Approval of 2016 appropriation of funds in the amount of \$332,001.56 to fund the purchase of equipment.

*No action taken on this item.*

2. AI-53979 New Courthouse (1100):
  - a. Approval to undesignate the amount of \$4,000,000.00 in the year 2016 for expenditures related to the New Courthouse.

*Mr. Cruz informed the court that these funds were already approved by Commissioners Court.*

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

- b. Approval of 2016 appropriation of funds in the amount of \$4,000,000.00 to fund anticipated expenditures.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

C. **Interfund transfers:**

1. AI-53976 Elections Department (1100):  
Approval of 2016 interfund transfer from Election Warehouse Project (1301) to the Elections Department (1100) in the amount of \$11,569.39 to fund the construction of the warehouse canopy.

19.

**Purchasing Department:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

|                |                                |                            |                            |
|----------------|--------------------------------|----------------------------|----------------------------|
|                | L&G CONSULTING ENGINEERS, INC. | MILLENNIUM ENGINEERS GROUP | TERRACON CONSULTANTS, INC. |
| EVALUATOR NO.1 | 98                             | 96                         | 94                         |
| RANKING        |                                |                            |                            |

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with No. 1 ranked firm of \_\_\_\_\_ for geo-technical and construction material testing services (on call as needed basis) Pct. 2

2. AI-53760 a. Approval of a clarification to L&G Consulting Engineers, Inc., Contract No. C-16-131-03-07 and Work Authorization No. 1, to correct the project name from Pct 2 Boys & Girls Club Facility Project to Pct 2 Community Resource Center Youth Facility Project;

b. Pursuant to contract with L&G Consulting Engineers, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of MAS Engineering, LLC in connection with Work Authorization No. 1 for the Pct 2 CRC Youth Facility Project.

3. AI-54028 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for for Pct. 2 "ON CALL".

|                 |                            |                             |                                |
|-----------------|----------------------------|-----------------------------|--------------------------------|
|                 | HINOJOSA ENGINEERING, INC. | JAVIER HINOJOSA ENGINEERING | L&G CONSULTING ENGINEERS, INC. |
| EVALUATOR NO. 1 | 97                         | 95                          | 98                             |
| RANKING         |                            |                             |                                |

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of \_\_\_\_\_ for professional engineering services for Pct. 2 "ON CALL".

F.

Pct. 4